



**Notice - Request for Qualifications
For
Architect Engineering (A/E) Services
For
A Public Safety Building
For
The City of Kirkland Washington
March 16, 2011**

The City of Kirkland, Washington invites Architects (hereinafter referred to as the "Offeror") to submit Qualifications ("Proposals") to provide architectural design and engineering services for a new Public Safety Building.

Dates/Times:

All Statements of Qualifications must be received **no later than April 8, 2011 at 4:00 pm Pacific Time.**

Qualifications titled "**Architect/Engineer Services for City of Kirkland - Public Safety Building**" may be submitted as an email attachment in PDF or MS Word format to: bscott@ci.kirkland.wa.us. Note that faxed proposals or proposals submitted as Zip files will not be accepted.

OR

One (1) unbound double sided original and four (4) CD's in PDF or MS Word format of the Statement of Qualifications must be mailed or delivered to:

City of Kirkland
Attn: Purchasing Agent, Job #10-11-PW
123 5th Ave
Kirkland, WA 98033

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at bscott@ci.kirkland.wa.us. Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

The City of Kirkland (hereinafter referred to as the "City" or the "Owner") reserves the right to reject any or all proposals, or to withhold the selection of firms for any reason it may determine, or to waive or decline irregularities in any submittal.

Interpretation or corrections of the RFQ documents will be made only by written addendum, which will be mailed or delivered via e-mail to each offeror on record. The City is not responsible for any other explanations or interpretations of the RFQ and/or RFQ documents.

Contact:

For additional information about this RFQ or any other aspect of the selection process or the project in general, please contact via email:

Name: Mr. Noel Hupprich, PE

E-Mail: nhupprich@ci.kirkland.wa.us

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Offeror's shall submit questions no later than April 1, 2011 at 4:00 pm.

Any cost incurred by the Offeror in Preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

1.1 Overview:

A. Size of Project:

The existing police facilities are presently located within Kirkland City Hall. The present police facility is overcrowded and must be able to address potential staffing and service demands associated with annexation. The present Municipal Court facility is located at 11515 NE 118th St. and also needs to be expanded to meet the need of annexation.

In order to determine a plan to address the implications of annexation and reduce overcrowding, the City authorized a Space Needs Assessment Study to evaluate potential mitigation options. To address the police and courts long term needs the City has purchased a roughly 100,000 square foot former retail building to be upgraded and renovated for use as a new Public Safety Building.

The building site includes parking, a portion of which will be upgraded with a security enclosure.

B. The Delivery Process and Schedule:

The City plans to utilize the Design-Bid-Build method for project delivery. Provided below is a high level view of the current project schedule. The City intends to complete this procurement process in time to contract with a highly qualified Architecture/Engineering firm by the end of May, 2011 with design complete, permitted, and contract documents ready for construction by May, 2012.

Schedule (as of March, 2011)																																		
Ye ar	2011												2012												2013									
Mo nth	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	J	F	M	A	M	J	J	A	S
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C. Project Objectives

The City has identified the following objectives for the Project:

- Develop a facility that provides functionality for Police Operations, Corrections, and Municipal Court Operations.
- Develop a facility that meets State Essential Service Standards, where necessary.
- Develop a facility that is cost-effective to construct.
- Develop a plan for construction of a facility that minimizes the time of construction until the Public Safety Building is operational.
- Develop a facility that balances public safety needs for the facility with protection of the environment.

D. Sustainability:

While open to the creativity of the design team, the City has a stated goal of encouraging sustainable design and will require the building to be designed, and built to achieve a LEED NC Silver certification or better as defined by the United States Green Building Council.

1.2 The Overall Development Team:

The City will use a **Comprehensive Development Team** approach to deliver this project. Aside from members of the Owner's staff, the facility consulting team will consist of the Owner and two key Consultants. Consultants are selected on their proven ability and demonstrated track records working on public projects.

The key consultants will include:

- The Public Safety Building Technical Advisor:
McClaren Wilson & Lawrie, Inc. (otherwise referred to as MWL).
MWL has been selected to serve in all phases of the project as the Technical Advisor/Design Consultant.

MWL will collaborate with the A/E team in the schematic design phase with a lead role in developing initial scaled floor plans for the new facility based on the Space Needs Study.

MWL will continue to consult on any refinement of the floor plans. MWL will actively participate throughout the project. MWL services will include, but are not be limited to, making recommendations on cladding materials, glazing, interior finishes (for durability biological consideration, etc.), acoustics, security etc.

MWL will also consult on key specialty product selections. MWL will assist in the development of details for areas such as: interview rooms, custody areas, forensic and evidence processing/retention, the firearms proficiency range, etc.

MWL will participate in key progress meetings and review all A/E progress submissions on behalf of the City. It is intended that MWL will collaborate throughout the life of the project with the A/E

- The Architect/Engineer:
The Architect and Engineers (A/E) will lead design and engineering efforts providing overall supervision and management of all design (architectural/engineering disciplines). The A/E team will work in close collaboration with the Owner's Technical Advisor McClaren, Wilson & Lawrie, Inc.

The A/E will work for a lump sum fixed fee. The A/E will prepare design and construction documents of sufficient completeness for plan review and construction. The A/E will be responsible for designing the building in conformance with budget. During construction, the A/E's services will include, but not be limited to, field observations (no less than one per week), weekly project meetings, provision of timely review of product submissions and shop drawings, evaluation of substitution requests, review of change order requests and timely responses to Requests for Information (RFI's).

2.0 Pre-Submittal Building Tour and Meeting:

A pre-submittal building tour will be held **at 1:30 pm on March 29, 2011** at the My Home Wholesale property (future project site). The address is 11831 120th Avenue NE, Kirkland, WA 98034. Attendance is encouraged, but it is not required to respond to the

RFQ. Immediately following the building tour a pre-submittal meeting will be held at Kirkland City Hall. The address is 123 5th Avenue, Kirkland, WA 98033.

The purpose of the tour and meeting is to present potential Offerors with information about the project and procurement process. The conference will also provide a forum for interested parties to get answers to pertinent questions. Please RSVP to Noel Hupprich at nhupprich@ci.kirkland.wa.us **by 5:00 pm March 25, 2011.**

2.1 Qualification Submission Requirements:

All proposal submissions must be in accordance with the requirements set forth in this RFQ. The Submittal shall not exceed twenty (20) pages double-sided (one page is equal to one side of a sheet). The front cover, the back cover, and a maximum two-page cover letter, may be in addition to the twenty (20)-page limit. As a minimum the following information shall be submitted:

- A. The Name of the Firm, identifying its Principal Shareholders, Partners or Members. It should define the period of time the Offeror has been operating its business offering professional architectural services.
- B. Name, resume, project list, educational background, and five (5) project references (with phone numbers) of key staff that will be assigned to this project. Identify how many years this staff member has been employed by your firm, other firms. Define any other project responsibilities key staff assigned to this project are currently involved in.
- C. The Offeror must provide proof of insurance and licensure and if selected will be required to obtain a City of Kirkland business license.
- D. A list of other public projects of this size and budget that the firm has provided architectural services for in the past five (5) years. Provide current contact names and phone numbers for each project listed. If the primary contact has retired or is no longer available, provide the name of an individual now responsible for the building.
- E. Answer if the firm has ever:
 - been party to any litigation, or arbitration with any government client.

- filed for bankruptcy or foreclosure.
- has been declared "not a going concern".

- F. Any additional information reflecting the Offeror's ability to complete projects within established schedules and budgets. Any additional information to demonstrate the ability of the Offeror to perform the tasks described herein.

After the City reviews proposals it will rank firms in a shortlist. Shortlisted firms will be interviewed and ranked from highest to lowest based entirely on the interview, impressions from the tours (see below), and demonstrated qualifications and references.

- H. Sample Contract/Agreement:

The Owner plans to use the attached City of Kirkland Professional Services Agreement.

The Owner will not consider and/or negotiate changes to the form of the Agreement with the top ranked A/E firm. Firms with significant concerns about the sample agreement should not submit on this RFQ.

3.0 Short List/Final Selection Procedures:

After proposals have been received and reviewed by the Owner's selection committee, the three (3) highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that this phase will include the following steps:

- A. Notification:

Written notification of top ranked firms.

- G. Initial Fee:

One copy in a sealed envelope marked "Initial Fee", submitted at the firms scheduled discussion/presentation time.

Firms who receive notification as one of the three top ranked firms must submit their initial proposed fee expressed as a percentage of construction costs in a sealed envelope. The estimated construction cost for this project is

in a range of \$17M to \$19M including sales tax. The fee is to be submitted on the form provided with notification of ranking and must break out the cost of services for the design phase and the construction phase.

Fee envelopes will remain sealed and will not be used in the ranking process. After final ranking is complete and a preferred firm is selected, the Owner will open the sealed fee envelopes.

B. Building Tour.

Each shortlisted A/E firm must arrange a tour of a building for which they served as the Architect. The building selected must have been completed within the past five years. It need not be a police station or courts facility, but (if possible) it should be a public building, preferably in Western Washington. It should demonstrate the firm's ability to successfully design a project of similar budget, size and complexity.

The City will tour the building without the A/E firm present and ask that the tour be led by the specific client (preferably the client's representative responsible for the project) who should remain available to answer questions.

C. Discussion/Presentation:

A (1 hour) discussion/question and answer period will be scheduled and conducted at Kirkland City Hall. The A/E firm will be given 20 minutes for presentation. The remaining time will be reserved by the City for questions.

The Architect/Engineer team should illustrate the design and production strategy for this project and identify what attributes and unique qualifications their firm offers Kirkland. It should emphasize measures and control methods used to assure quality, schedule, and budget conformance.

At a later date the City selection committee may ask to tour your office.

D. Final Ranking:

After the tours and discussions are completed the Selection Committee will rank the firms interviewed. The qualifications proposal, tour and discussion/presentation will be weighted equally and scored as follows:

• Responsiveness to the RFQ	5 points
• Understanding of project scope and requirements	25 points
• Previous experience in similar projects	20 points
• Previous experience in sustainable building design	10 points
• Expertise of key personnel	20 points
• Response from references/past projects	<u>20 points</u>
Total Maximum	100 points

E. Negotiation/Scope Development:

The top ranked firm will be notified in writing and will be asked to meet and submit their prospective scope of services and refine their fee (to be broken down by phases).

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, they will terminate negotiations with the top ranked firm and, at their sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit new Proposals.

G. Final Selection:

Once the Owner reaches an agreement that it finds acceptable with a preferred A/E firm, the selection committee will then make a recommendation to the City Council whose decision will be final.

End of RFQ

PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.
- C. If the lowest bid received for the construction of the project exceeds the cost estimated by the Consultant by more than 5%, the City shall, at its sole discretion:
 - 1. Give written approval to proceed with the project at that amount
 - 2. Cooperate in revising the scope of the project to reduce construction costs, if necessary, and then give written authorization to rebid the project or
 - 3. Terminate the project

If the City chooses to rebid the project, the Consultant will modify all of the documents needed for the rebid without additional compensation from the City.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be

performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the

work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool

coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial

insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____

_____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard,
Assistant City Manager

Date: _____

Date: _____